# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Cain v. Hodgson,*
2013 BCSC 310

Date: 20130228
Docket: E090777
Registry: Vancouver

Between:

**William Paul Cain**

Claimant

And

**Rachelle Suzanne Hodgson**

Respondent

Before: The Honourable Mr. Justice Blair
in Chambers

Corrected Judgment: The test of the judgment was corrected at paragraph 6 where changes were made on February 28, 2013

## Reasons for Judgment

William Paul Cain appeared on his own behalf:

Counsel for the Respondent: T.L. Jackson

Place and Date of Hearing: Vancouver, B.C.
January 23, 2013

Place and Date of Judgment: Vancouver, B.C.
February 28, 2013

[1] The claimant, William Paul Cain, and the respondent, Rachelle Suzanne Hodgson, seek direction with respect to a variety of matters which have arisen between them following the judgment I rendered August 16, 2012 and cited as *Cain v. Hodgson,* 2012 BCSC 1228.

[2] The parties had a brief eight-month relationship which resulted in the birth of their daughter, Katelyn Marie Hodgson ("Katelyn"), on February 5, 2009. Their relationship ended soon after Katelyn's birth. The August 16, 2012 reasons for judgment primarily addressed questions relating to Katelyn, including custody, guardianship, residence, parenting time, including holiday and travel times with Katelyn, child support, and extraordinary expenses including childcare costs.

[3] The parties in the present application seek the following:

a) clarification of certain aspects of the division of parenting time included in the August 16, 2012 judgment;

b) settlement of the final order based on the August 2012 judgment;

c) costs;

d) the respondent's application for double costs;

e) the respondent's application for a parenting coordinator;

f) the respondent's application that the claimant be required to obtain leave before he can bring an application; and

g) the claimant's application that his time with Katelyn will provide that once a year he can take his daughter to Toronto to visit his family when he travels there on business.

**Settlement of August 16, 2012 Order**

[4] The respondent has prepared a final order reflecting the terms found in the August 16, 2012 order. However, some of the terms have been modified to reflect corrected arithmetic errors, omissions, typographical errors, and clarification of some of the terms.

[5] The draft of the final order was forwarded to the claimant, but Mr. Cain objected to some of the terms, particularly those relating to the calculation of child support and s. 7 extraordinary or special expenses following the exchange of their respective income tax information on or before May 31, 2013 and on the 31st day of May each year thereafter. The draft order provides at para. 56 that if the parties are unable to agree on the adjusted child support or adjusted special expenses, Ms. Hodgson shall be at liberty to fix the disputed amounts and submit the documentation to the Family Maintenance Enforcement Program ("FMEP") with only her signature. If Mr. Cain disagrees with Ms. Hodgson's calculation of child support and special expenses he has the liberty to apply to the court to determine both the child support or adjusted special expenses.

[6] Mr. Cain submits that it is not fair for Ms. Hodgson to unilaterally determine child support and special expenses. I see para. 56 as a means of expediting the determination of child support and special expenses, but importantly, providing Mr. Cain with the means to bring those determinations before the court should he take exception to Ms. Hodgson's calculations.

[7] Paragraphs 42, 44 (a) and (b), 47 (a) and (b), as well as paras. 51-54 inclusive of the draft order also clarify some of the terms relating to child support and special expenses. In addition, para. 55 of the draft order includes the provision that Ms. Hodgson alone shall be able to claim and retain any and all tax deductions, tax benefits, or credits claimable under any and all statutes incidental to and arising from the custody and care of the child, Katelyn, as provided in paras. 51-55 of the draft order. That provision is appropriate given that Ms. Hodgson is bearing the majority of the financial costs incurred in raising Katelyn, the result of her having an income larger than that of Mr. Cain and the fact that Mr. Cain has unfortunately been all too often in arrears on the payment of both child support and s. 7 special expenses.

[8] Some changes will be required in the draft order including the following:

a) the bold faced print found in paras. 5, 6 (a) and (b), 15, 27, 29, 30, 32, 35 (a) and (b), 42, 44 (a) and (b), 47 (a) and (b), 49, and 51 to 53 inclusive will be deleted;

b) the words "BY CONSENT" found at the end of paras. 55 and 56 will be deleted; as will the two lines immediately following para. 57 of the draft order;

c) there will be a paragraph advising that the signature of the claimant, William Paul Cain, to the order is dispensed with, however, the respondent's counsel will forward to Mr. Cain or his counsel a copy of the order as entered;

d) for the reasons discussed later in this judgment, I find as the judge who heard the trial of this matter, that 50 percent of the costs awarded to the respondent, Ms. Hodgson, following the trial are attributable to the claims heard during this trial regarding child support payable by Mr. Cain.

[9] I have dispensed with Mr. Cain's signature to ensure that the final order is available for the parties so that they can enroll in the FMEP without further delay.

**Costs**

[10] The respondent seeks her costs in accord with Rule 16-1(7) of the *Supreme Court Family Rules* [*Family Rules*] that costs be awarded the successful party: *Gold v. Gold,* (1993), 32 B.C.A.C. 287 (B.C.C.A.). However, there is a discretion available to the trial judge as to whether he or she should order costs, a decision which involves factors such as hardship, earning capacity, the purpose of the court's award on the family questions, the importance of not upsetting the balance achieved by the award, and the conduct of the parties in the proceeding.

[11] The onus lies on Mr. Cain to persuade the court to exercise its discretion to depart from the usual rule that costs follow the event. In the instant case, Ms. Hodgson succeeded in the position she advanced with respect to the parenting program for Katelyn. She sought an order continuing the parenting arrangement in place since Katelyn was born, and which involved Katelyn's primary residence being with Ms. Hodgson, with Mr. Cain enjoying reasonable and generous parenting time with Katelyn. Ms. Hodgson also sought an order of joint custody and joint guardianship with the latter including the provision that she have the final decision-making authority for Katelyn, subject to review by the court upon application by Mr.

Cain. The judgment resulted in a parenting arrangement reflecting that proposed by Ms. Hodgson. Mr. Cain sought a judgment providing for a co-parenting arrangement that would have Katelyn spending equal time with each of her parents, a proposal rejected by the court for several reasons, including the child's young age.

[12] As for the factors influencing the decision to award Ms. Hodgson her costs, it is inevitable that with an income of approximately $46,000, Mr. Cain will find it difficult to cope with the payment of costs totalling some $44,021.64, a figure based on double costs from May 7, 2012, and inclusive of tax and disbursements.

[13] However, I believe that Mr. Cain can cope financially with the imposition of costs upon him. It will take time, but it is an amount that he should be able to pay. His annual earning capacity amounts to approximately $46,000 whereas Ms. Hodgson's earnings are approximately $90,000 a year. However, Ms. Hodgson owes approximately $100,000 which she borrowed to cover her legal costs incurred in disputing the claim brought by Mr. Cain whereas Mr. Cain does not appear from his property and financial statement to have incurred legal fees in bringing this action. Ms. Hodgson has also borne the majority of the costs related to Katelyn and, while there are orders that Mr. Cain pay child support and contribute to special expenses, he has not always been forthcoming with those payments in a timely fashion.

[14] After considering the financial positions of the parties, including their incomes and their debts, I conclude that granting Ms. Hodgson her costs will not upset the balance achieved by the judgment which was favorable to the position advanced by Ms. Hodgson. I would further note that there is little in the parties' conduct that influences me with respect to ordering that Mr. Cain pay costs to Ms. Hodgson.

[15] Mr. Cain submits that his income is considerably less than that of Ms. Hodgson and that the appropriate conclusion from his perspective is that the parties should bear their own costs.

[16] I am not prepared to accede to Mr. Cain's submission with respect to costs as Mr. Cain has not convinced me that the court should exercise its discretion to depart from the usual rule that costs follow the event. In this case, Ms. Hodgson has been substantially successful on the major issues which involved the parenting of Katelyn. Costs will follow the event and Ms. Hodgson will be awarded her costs.

**Double Costs**

[17] I turn next to the question of whether the offers to settle dated May 6 and 7, 2012 delivered by Ms. Hodgson should result in her recovering double costs from Mr. Cain. The May 6, 2012 offer canvassed the issues of child support and s. 7 expenses while the May 7, 2012 offer dealt with the issues of child custody, guardianship, residence of Katelyn and joint guardianship.

[18] Mr. Cain submitted that the court in its judgment did not grant Ms. Hodgson much of the relief she sought as described in her offers. Mr. Cain also noted that he did not receive the May 7 offer until shortly before the trial commenced on May 7, 2012. The offers to settle were very broad and provided a comprehensive basis upon which the parties' dispute ought to have settled. While Mr. Cain is correct that Ms. Hodgson did not obtain all of the relief described in the offers to settle, I conclude that upon taking a global approach towards her offers to settle, the judgment she received following the trial contained much of the relief she had proposed in her settlement offers.

[19] The offers to settle were straightforward, delivered in a relatively timely fashion, and were of a nature that they should have been accepted as they provided a fair and comprehensive proposal which would have precluded the need for the trial. In considering Ms. Hodgson's application for double costs, I acknowledge that Ms. Hodgson's income is nearly double that of Mr. Cain. However, Ms. Hodgson notes that in reviewing Mr. Cain's financial statement it appears that although she earns more than Mr. Cain, his financial statement shows no debt from this litigation, whereas she has a debt of $113,000 for the legal fees which she has accumulated in the course of this litigation. I note that Mr. Cain was represented by counsel up to

and including the trial, although he has represented himself through the applications he brought in November and December 2012, as well as the current application heard January 23, 2013.

[20] Ms. Hodgson also alluded to Mr. Cain's failure to pay child support, childcare expenses, and arrears of these payments in a timely fashion as directed by the court, delays which have caused her unwanted financial concerns.

[21] Mr. Cain's conduct throughout this litigation is such that I conclude the punitive measure of double costs ought to be imposed upon him for failing to accept the offers to settle and to encourage him to be more attentive with respect to his financial obligations to provide for his daughter. Pursuant to Rule 11-1 of the *Family Rules,* Ms. Hodgson will have her costs up to and including May 6, 2012 and double costs thereafter.

[22] Further, in order to preclude further delay in having this matter proceed and to prevent the parties, particularly Ms. Hodgson, of undergoing yet another expensive hearing before the registrar to assess her costs, I will fix costs at this time pursuant to Rules 16-1(1)(c) and 16-1(14) of the *Family Rules.* During submissions, Mr. Cain objected to the inclusion of a $168 disbursement for the cancellation fee with Coast Reporting. Counsel for Ms. Hodgson advised that she was prepared to deduct that sum of $168, thereby reducing the disbursements to $7,453.64.

[23] After reviewing and considering the bill of costs together with the list of disbursements and including the third party bills, all of which has been prepared on behalf of Ms. Hodgson, I accept that Ms. Hodgson's costs with tax amounting to $36,400 which, together with disbursements of $7,453.64, total $43,853.64. I, therefore, exercise my discretion under Rule 16-1(14) of the *Family Rules* and fix Ms. Hodgson's costs recoverable from Mr. Cain at the aforementioned sum of $43,853.64.

[24] The respondent further seeks to recover from the claimant the costs she incurred as a result of an application Mr. Cain brought before Master Baker of this

court on December 5, 2012, a further application Mr. Cain brought before me on December 7, 2012, as well as the costs she incurred at the hearing before me on January 23, 2013 of the present application.

[25] Mr. Cain's application before Master Baker on December 5, 2012 involved a short leave application that Katelyn spend three extra days with him during the Christmas season when members of his family from Ontario would be visiting Vancouver. Master Baker granted Mr. Cain the three days time with Katelyn, although the time obtained would in the ordinary course have been time that Katelyn would have spent with her mother. As it transpired, Mr. Cain's family members did not visit Vancouver during the Christmas season, although Mr. Cain had the extra three days with Katelyn.

[26] On December 7, 2012, two days after the application brought before Master Baker, Mr. Cain brought another application which would have further extended his time with Katelyn over and above the three extra days granted by Master Baker on December 5, 2012. The respondent, Ms. Hodgson, agreed to Mr. Cain picking up Katelyn at 6:30 p.m. on December 24, 2012, but objected to Mr. Cain obtaining another full day during which she expected Katelyn would spend with her. The court modified the pickup time to 6:30 p.m. as suggested by Ms. Hodgson, but declined to grant Mr. Cain the extra time which he sought with Katelyn.

[27] The respondent seeks to recover her costs from Mr. Cain on both applications and that her costs be fixed at the sum of $4,066.16. I have some concern as to basis upon which Mr. Cain brought the December 5, 2012, given that it was based on Mr. Cain's assertion that members of his family would be visiting Vancouver, an event which did not occur. Mr. Cain advised in his submissions that his family did not visit Vancouver because they had to attend a funeral. I do have some concern about the necessity of Mr. Cain's application on December 7, 2012, given the position taken by Ms. Hodgson which was adopted by the court. However, it was an application which had some merit given the times found in the reasons for judgment.

[28] Given the circumstances surrounding these two applications, I have some difficulty in concluding that Ms. Hodgson should recover her costs from Mr. Cain. I find that the respondent and the claimant will each bear their own costs with respect to the applications heard on December 5 and 7, 2012.

**Security of Costs Orders**

[29] Ms. Hodgson seeks a further order that will allow the costs order made against Mr. Cain with respect to child support to survive the bankruptcy should Mr. Cain find himself in a position which results in him going into bankruptcy. Ms. Hodgson's concern is that given Mr. Cain's financial situation and his apparent lack of assets, it is open to Mr. Cain to avoid his costs obligation as it relates to Katelyn if he seeks bankruptcy protection.

[30] The *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, provides at s. 178(1)(c) the statutory base for ensuring that the costs specifically attributed to child support will survive bankruptcy, stating:

> **178.** (1) An order of discharge does not release the bankrupt from
>
> ...
>
> (*c*) any debt or liability arising under a judicial decision establishing affiliation or respecting support or maintenance, or under an agreement for maintenance and support of a spouse, former spouse, former common-law partner or child living apart from the bankrupt;

[31] Having heard the trial of this action, I find that although there were a number of issues dealt with at the trial, some 50 percent of Ms. Hodgson's costs are attributable to the claims for child support which she advanced at the trial. I conclude that given the circumstances, the costs relating to child support which I awarded to Ms. Hodgson shall survive a bankruptcy on the part of Mr. Cain. In reaching that conclusion, I have referred to the decisions of *Lees (Re),* 2002 BCSC 570 and *Sandhu v. Sandhu,* 2012 BCSC 1183.

**Arrears**

[32] Ms. Hodgson, in her affidavit #7 sworn January 21, 2013, expressed concern with Mr. Cain's delay in meeting his support obligations with respect to Katelyn. In the reasons for judgment, I determined that the arrears of support as of May 11, 2012 amounted to $6,008. Ms. Hodgson deposed that Mr. Cain paid nothing towards child support or s. 7 expenses from May 2012 to November 19, 2012, when he paid $7,214.00, followed by a further $1,029.60 between the November 19 payment and January 15, 2013, for a total of $8,243.60. However, as of January 31, 2013, Mr. Cain still owed child support, s. 7 expenses and daycare expenses totalling $3,272.

**Restraints on the Claimant's Use of Court Proceedings**

[33] The respondent seeks a further order that Mr. Cain be required to obtain leave of the court prior to serving any applications upon her, the purpose of such an order being to restrain Mr. Cain from causing the respondent further unnecessary financial expenditures as a result of Mr. Cain's pursuit of legal remedies. The applications brought by Mr. Cain on December 5 and 7, 2012 involved changes to the orders made in the reasons for judgment filed August 16, 2012, changes which I anticipate would be resolved ordinarily by discussion between the parties. Such a solution appears not to have been undertaken in a meaningful fashion, leading to the further involvement of this court and its attendant expense in time and money for both parties. The financial expense incurred by the parties takes away funds which ought to be utilized for both the present and future expenses of Katelyn. Her parents are both well educated with university degrees and given that background one can anticipate Katelyn following a comparable educational path. Better that the funds being spent on court applications be saved for Katelyn's future by the parties to whom she is so important.

[34] I would not at this time impose upon Mr. Cain an obligation to obtain leave before serving any applications upon Ms. Hodgson, but given the nature of the applications made so far, if they continue in a similar fashion such a remedy cannot be precluded in the future.

**Parenting Coordinator/Arbitrator**

[35] What I do see as a potential for addressing difficulties between the parties lies in the appointment of a parenting coordinator to address conflicts between the parties. The respondent further submits that it would be beneficial if the parenting coordinator also have the authority to arbitrate over relatively minor issues such as the annual and other adjustments to the parties' incomes, child support and s. 7 expenses.

[36] During the January 23, 2013 hearing, the names of individuals who might act as potential parenting coordinators were put forward. I direct that on or before March 11, 2013, the parties reach an accord on a parenting coordinator. If they fail to reach an accord the parties will have leave to submit the names of two potential parenting coordinators to the court through Mr. McCoy, Manager of Supreme Court Scheduling at the Kamloops Law Courts, and I will select the name of one individual to act as a parenting coordinator.

[37] Although the respondent submits that Mr. Cain ought to pay the entire cost of the parenting coordinator, I do not accept that as a fair approach. Both parties benefit from the parenting coordinator's participation and I find that the cost of the parenting coordinator ought to be shared equally between the parties. I appreciate that there is the potential for abusing the participation of the coordinator, for example by one of the parties requesting the coordinator's assistance all too frequently. If at the end of a six-month trial period one party has sought the participation of the coordinator more than 60 percent of the time, that party will pay 60 percent of the cost of the coordinator for further interventions that party has requested.

**Time with Parents**

[38] The reasons for judgment filed August 16, 2012, at paras. 68-71, describe the parties' parenting time, reflecting that Katelyn's primary residence is with Ms. Hodgson. The parenting time also takes into account that the parties' employment requires both parents to travel for business purposes. The parenting time has Katelyn with Mr. Cain from 3:30 p.m. on Wednesday until 8:30 a.m. Friday in the first

week, from 3:30 p.m. on Friday until 5:30 p.m. on Sunday in the second week and following a similar pattern in the weeks thereafter.

[39] The parenting arrangement provides each parent with a maximum of three non-consecutive weeks or 21 days vacation time with Katelyn each year, for periods not in excess of 10 consecutive days each unless agreed to by the other parent.

[40] In addition to her vacation time, Ms. Hodgson may travel with Katelyn on two business trips each calendar year, with each trip not to exceed seven consecutive days. If Ms. Hodgson's business trips interfere with Mr. Cain's weekly parenting time, Wednesday to Friday one week and Friday until Sunday the second week, and provided that Mr. Cain is in Vancouver and available to care for Katelyn during either of Ms. Hodgson's two business trips, then the parties will reach an agreement as to when Mr. Cain will recover that lost time with Katelyn.

[41] The parenting arrangement at para. 69(g) and (h) provides that Ms. Hodgson can also travel with Katelyn on other business trip or trips over and above the two provided for in para. 69 (f) and (i), with each additional business trip to be counted against her vacation time, provided that Mr. Cain is in Vancouver and available to care for Katelyn during Ms. Hodgson's additional business trip or trips. If Mr. Cain is away from Vancouver or otherwise unable to care for Katelyn during Ms. Hodgson's additional trip or trips, Ms. Hodgson may travel with Katelyn on the additional trip or trips in which case the additional trip or trips will not count as part of Ms. Hodgson's vacation time with Katelyn.

[42] The parties appear to have experienced some confusion as to how they are to determine their 21 respective vacation days. For example, Ms. Hodgson in her affidavit #6 sworn December 4, 2012, using the system adopted by Mr. Cain calculated that between February 22, 2012 and September 24, 2012, Mr. Cain travelled with Katelyn for 29 days, including 11 days starting February 22, 2012, 10 days starting June 16, 2012, 5 days at Cultus Lake, B.C. starting August 2, 2012 and three days camping in the Lower Mainland starting September 21, 2012.

[43] In Ms. Hodgson's calculation, I am unable to determine what if any of the 29 days taken by Mr. Cain included days which were part of his weekly parenting time. If there are days included which form part of his parenting time they ought not to be included as part of Mr. Cain's vacation time.

[44] Mr. Cain, in his affidavit #4 sworn November 20, 2010, opines that between March 3, 2012 and October 25, 2012, Ms. Hodgson travelled with Katelyn in excess of 40 days and included visits to Comox and Chicago. Mr. Cain stated Ms. Hodgson's 40 days with Katelyn exceeded the 35 days which in his opinion is the maximum she is permitted according to the August 16, 2012 judgment. The latter judgment does not include a limit on the days Ms. Hodgson can take Katelyn with her on business trips, although certain conditions are applicable in the differing circumstances. Also, the information provided by Mr. Cain does not state how many of the days Katelyn was with her mother were days on which she would have been with her mother pursuant to the parenting arrangement.

[45] Each party has three weeks or a total of 21 days of vacation with Katelyn annually, and during their respective vacation periods Katelyn will spend that time solely with whichever parent is exercising their right to vacation with their daughter.

[46] A definition of what constitutes a day in determining the parenting time with Katelyn was raised. I am going to state rather arbitrarily that if Katelyn is with one parent between 9 a.m. and 9 p.m. on any given date, that would amount to a day.

[47] Also raised was whether when a party takes a weekend trip which utilizes the other party's parenting time as well as his or her own parenting time, does that time count towards their vacation time of that party? I find the question somewhat obscure, but would respond that if Mr. Cain were to take Katelyn on a weekend trip which includes both his own parenting time together with some of Ms. Hodgson's parenting time, that presumably the parties would have agreed to Katelyn going with Mr. Cain on the weekend trip based either on Mr. Cain arranging to pay back the parenting time owed to Ms. Hodgson or that he would add the time to his vacation

time, the end result being that Ms. Hodgson would eventually recover the parenting time.

[48] Another situation raised was whether the business trips that Ms. Hodgson takes with Katelyn are to be counted towards Ms. Hodgson's vacation time if Mr. Cain having initially said he would be available to look after Katelyn then made himself unavailable during the said business trip. Put another way, if Mr. Cain is initially available to care for Katelyn, but subsequently takes Ms. Hodgson's absence with Katelyn as an opportunity to go out of town during Ms. Hodgson's business trip and is, therefore, unavailable to care for Katelyn, does Ms. Hodgson's business trip count towards her vacation time with Katelyn? I construe Mr. Cain's absence as removing the basis, specifically his presence, which would require Ms. Hodgson to include as vacation days the days on which she was involved in the business trip.

[49] Ms. Hodgson also sought clarification as to how to characterize the days or the trips that she may take with Katelyn if those trips exceed seven days. Paragraph 69(f) states that Ms. Hodgson may travel with Katelyn on two business trips each calendar year with each trip not to exceed seven consecutive days. However, on several occasions the trips have exceeded seven days and the question is whether those additional days will count as Ms. Hodgson's vacation days. I find that first it has to be determined if the additional days are days in which Katelyn would ordinarily be with Ms. Hodgson. If so, then they need not be counted as vacation days. However, if those additional days are days on which Katelyn would ordinarily be with Mr. Cain, then the parties should arrange for Mr. Cain to recover the days he lost as referred to in para 69 (i) of the reasons for judgment. If the parties cannot come up with a solution, then it should be put before the parenting coordinator to facilitate an arrangement, failing which the parties have little choice but to turn to the court.

[50] I would suggest that it might be preferable for the parties to increase their communications when it becomes apparent that parenting time issues looked foreseeable with respect to one or both of the parties' plans. In reviewing Mr. Cain's

affidavit #4 and Ms. Hodgson's affidavits #6 and #7, I note that the correspondence between the parties filed as exhibits is relatively positive, albeit a little sharp in a few of the emails. I am hopeful that these reasons for judgment assist the parties in clarifying how they are to approach the various aspects of parenting time outlined at para. 69 of the August 16, 2012 reasons for judgment.

[51] Mr. Cain, in his submission, advised that his new employment -- about which little has been revealed by Mr. Cain -- involves him travelling on occasion to Toronto on business and that he too wanted the August 16, 2012 order varied to permit him to have Katelyn travel with him once a year to Toronto on a business trip. I am not prepared to make such an order although the parties could agree to such a provision if they were so inclined. However, given the difficulties regarding parenting time which the August 20, 2012 reasons for judgment have raised, I do not consider it wise to add yet another situation that might increase the possibility of further difficulties between the parties. Also, I have reviewed the application which brought this matter back for review on January 23, 2013 and I have been unable to find an application from Mr. Cain seeking such relief.

## Costs of this Application

[52] This application dealt primarily with costs and the settlement of the final order as sought by the respondent, Ms. Hodgson. Both costs and the terms of the final order ought to have been settled without bringing this current application. The respondent succeeded on the bulk of the matters raised and, in order to expedite this matter and reduce the costs, the respondent will have her costs which I fix at $3,000, payable forthwith by the claimant, Mr. Cain.

## The Order

[53] I would ask respondent's counsel to prepare the order flowing from these reasons for judgment, including a provision dispensing with Mr. Cain's signature on the order.

[54] A copy of the order is to be forwarded to Mr. Cain when it has been entered.

"R.M. Blair J."

BLAIR J.